

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: David Quigley, Planning and Zoning Manager

PREPARED BY: David Quigley, Planning and Zoning Manager

SUBJECT: Resolution

AFFECTED DISTRICT: 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved First Reading November 4, 2009}

REPORT IN BRIEF: Section 1013.30 of the Florida Statutes requires Florida universities to execute Campus Development Agreements in order to ensure that affected local governments are fairly compensated for the public facilities they must provide as a campus grows. As required by the statute, Florida Atlantic University (FAU), in coordination with Town staff, adopted a Campus Master Plan on March 21, 2007, which outlines the projected student population and all proposed buildings and related development within the 2015 planning timeframe. Because the university system is not required to obtain building or development permits from the Town, the Campus Development Agreement serves as an alternative concurrency determination. In other words, by comprehensively determining the impacts to all required Town facilities, such as local roads, utilities, police and fire/rescue protection, and making a single payment for the fair-share cost of these services, FAU will be deemed to have met all local concurrency requirements for all development detailed in the Campus Master Plan through 2015. Note that, of the \$2,432,912 that the Town is expecting to receive by way of this agreement, \$2,126,000 is already committed as matching funds toward two road capacity projects from the Local Road Master Plan: College Avenue (Nova Dr. to SR84) and Nova Drive (Davie Road to University Drive).

Pursuant to Section 1013.30(15) of the Florida Statutes, the Town Council must conduct two public hearings to approve the proposed Campus Development Agreement. FAU

staff have arranged to present the proposed agreement to the FAU Board of Trustees at their November 18, 2009 meeting. Assuming both bodies ultimately approve the agreement, Staff will ensure that the document is executed and that the appropriate payment is made to the Town.

PREVIOUS ACTIONS: None.

CONCURRENCES: None.

FISCAL IMPACT: No

Has request been budgeted? n/a

Additional Comments:

RECOMMENDATION(S): Other - Motion to set the second public hearing for November 18, 2009, at 7:00PM, or as soon thereafter as practicable, in the Town Council Chambers, 6591 Orange Dr., Davie, FL.

Attachment(s): Proposed Campus Development Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1013.30 of the Florida Statutes requires Florida universities to execute Campus Development Agreements in order to ensure that affected local governments are fairly compensated for the public facilities they must provide as a campus grows; and

WHEREAS, Florida Atlantic University (FAU), in coordination with the Town of Davie, adopted a Campus Master Plan on March 21, 2007;

WHEREAS, FAU and the Town of Davie have agreed to the terms of a Campus Development Agreement for the period of 2005 through 2015; and

WHEREAS, the Town of Davie has conducted two advertised public hearings as required by Section 1013.30(15) of the Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into the Campus Development Agreement provided in Attachment 1.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2009.

CAMPUS DEVELOPMENT AGREEMENT
BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND
THE TOWN OF DAVIE

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 ("Effective Date"), by and between the **TOWN OF DAVIE** (herein referred to as the "Town"), a municipal corporation of the State of Florida, and the **FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES** (hereinafter referred to as the "BOT" or "FAU"), a public body corporate of the State of Florida

W I T N E S S E T H:

WHEREAS, the Davie Campus of FAU is considered to be a vital public facility which provides research and educational benefits of local, regional, statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the Town, and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise, and

WHEREAS, the BOT has prepared and adopted a Campus Master Plan for FAU in compliance with the requirements set forth in Section 1013.30, Florida Statutes, and

WHEREAS, following the adoption of the Campus Master Plan by the BOT, and Town are required pursuant to Section 1013.30, Florida Statutes, to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts created by the proposed campus development which are reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

WHEREAS, the campus development agreement shall identify any deficiencies in public facilities and services which are attributable to the development identified in the adopted Campus Master Plan, and

WHEREAS, the campus development agreement shall identify all improvements to capital facilities or services located within the Town which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify the BOT's "fair share" of the cost of all improvements to capital facilities or services located within the Town which may be necessary to eliminate these identified deficiencies, and

WHEREAS, the BOT agrees that no further improvements contemplated in the Campus Master Plan shall be made unless and until the total “fair share” cost to mitigate the impacts associated with those improvements has been paid, and

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree as follows:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- 2.1 The term "Administration Commission" means that entity created pursuant to Section 14.202, Florida Statutes.
- 2.2 The term "affected person" means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.4 The term "Campus Master Plan" or "Davie Campus Master Plan" means the Florida Atlantic University Davie Campus Master Plan Update dated March 21, 2007, adopted by the Florida Atlantic University Board of Trustees on March 21, 2007, which was prepared and adopted consistent with the requirements of Section 1013.30, Florida Statutes.
- 2.5 The term "comprehensive plan" means the Town of Davie, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.
- 2.6 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.7 The term "development" means the carrying out of any building activity, or the making of any material change in the use or appearance of any structure or land or the subdivision of land.
- 2.8 The term "development of regional impact" means any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.
- 2.9 The term "force majeure" means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts,

boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.

- 2.10 The term "public facilities and services" means potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, fire protection, and public transportation facilities.
- 2.11 The term "state land planning agency" means the Department of Community Affairs.

3.0 INTENT AND PURPOSE

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30, Florida Statutes. It is the intent of the BOT and Town to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the Town's comprehensive plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement on capital facilities and services located within the Town, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, fire protection, and public transportation.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the BOT and the Town.
- 4.2 The BOT represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the BOT.
- 4.3 The Town represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the Town represents that this Agreement has been duly authorized and approved by the Town Council and has been the subject of two duly noticed public hearings as required by law; and does not violate any other Agreement to which the Town is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the Town is presently subject.
- 4.4 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.
- 4.5 No development permits, development orders, or development approval shall be required from the Town for construction projects subject to this Agreement; provided, however, Town permits and service agreements shall be required for connections to Town roadways and utilities
- 4.6 In the event that all or a portion of a project listed in the Campus Master Plan and Exhibit "A" to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair the project, so long as the project is rebuilt to the same size and footprint as the destroyed project and so long as the impacts of said project

were previously mitigated pursuant to this Agreement. The time periods for rebuilding or repair shall be automatically extended so long as there is strict compliance with this Agreement.

- 4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.8 Upon execution of this Agreement and payment by BOT of the total fair share cost identified in this Agreement, all campus development identified in Exhibit "A", which summarizes projects identified in the adopted FAU Davie Campus Master Plan, may proceed without further review by the Town provided the development proposed is consistent with the terms of this Agreement and the FAU Davie Campus Master Plan.
- 4.9 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, as referenced in Section 14.0 of this Agreement, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of 10 years, unless extended by the mutual consent of the BOT and the Town, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement and included within is identified in Exhibit "B", attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support campus development authorized under the terms of this Agreement.

- 7.1 Stormwater Management:
- ◆ South Florida Water Management District
 - ◆ Central Broward Water Control District (CBWCD)
 - ◆ Town of Davie
- 7.2 Potable Water:
- ◆ Town of Davie
- 7.3 Sanitary Sewer:
- ◆ Town of Davie
- 7.4 Solid Waste Collection:
- ◆ Broward County Office of Integrated Waste Management Solid Waste Operations Division (Disposal)

◆ Private Contract (Collection)

7.5 Recreation and Open Spaces:

- ◆ FAU
- ◆ Town of Davie

7.6 Transportation:

- ◆ The campus is located in Broward County within five (5) miles of I-95. The primary entrance to the campus is from College Avenue which runs north south between Nova Drive and SW 30th Street. The Broward County Transit Authority provides transit service in the area of the campus.

7.7 Reclaimed Water:

- ◆ Town of Davie

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE TOWN

8.1 Stormwater Management:

The Town of Davie Comprehensive Plan establishes a level of service standard for drainage/stormwater management as follows:

FEMA Criteria for minimum floor elevations of building sites & flood plain protection provisions.

Maximum allowable discharges of 1-1/2” per acre per day (for properties east of S.W. 100th Avenue).

8.2 Potable water:

The Town of Davie Comprehensive Plan establishes the following level of service standards for raw water demand.

150 gallons per capita per day

8.3 Sanitary Sewer:

The Town of Davie Comprehensive Plan establishes a level of service standard for sanitary sewer facilities of 110 gallons per capita per day.

8.4 Solid waste:

The Town of Davie Comprehensive Plan refers to Broward County level of service standards for solid waste of 7.13 lbs./capita/day.

8.5 Parks and recreation:

The Town of Davie Comprehensive Plan establishes the following level of service standards for park acreage:

10 acres per 1000 population

8.6 Transportation:

The Town of Davie Comprehensive Plan establishes the following level of service standards for State and local roads:

All context roadways – LOS -D

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT/FAU AND SERVICE PROVIDERS

The BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FAU Davie Campus:

- 9.1 Stormwater Management:
The BOT agrees to continue to mitigate all stormwater concurrency on a project basis.
- 9.2 Potable water:
In addition to applicable monthly charges, the BOT and Town agree to enter into an agreement for the water service impact fees associated with the development proposed under the Campus Master Plan and in Exhibit “A” of the Agreement for the provision of potable water facilities or service to the campus.
- 9.3 Sanitary Sewer
In addition to applicable monthly charges, the BOT and Town agree to enter into an agreement for the sanitary sewer service impact fees associated with the development proposed under the Campus Master Plan and in Exhibit “A” of the Agreement for the provision of sanitary sewer facilities or service to the campus.
- 9.4 Solid waste:
There are no financial arrangements between the BOT and the Town for the collection and disposal of solid waste facilities or service to the campus and the Town has no obligation to provide such services.
- 9.5 Parks and recreation:
There are no financial arrangements between the BOT and the Town for the provision of parks and recreation facilities or service to the campus.
- 9.6 Transportation:
The BOT agrees with the Town to the provisions for roadway improvements as outlined in Exhibit “C”.
- 9.7 Fire/Rescue Services
The BOT agrees with the Town to the provisions of fire/rescue services to the campus as outlined in Exhibit “C”.
- 9.8 Security/Police Services
There are no financial arrangements between the BOT and the Town for the provision of security/police services. The BOT and the Town agree that the University shall provide its own sworn officers for routine security services. The BOT agrees to coordinate with Town of Davie Police Department for special events and will compensate the Town for use of Town of Davie Police services on an as needed basis.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 Stormwater management:

The BOT and Town agree that development proposed in the adopted FAU Davie Campus Master Plan and further defined in Exhibit "A" should not degrade the operating conditions for stormwater management facilities below the level of service standards adopted by the Town as long as stormwater impacts continue to be mitigated pursuant to section 9.1 above. Without the compensating improvements to the Town's stormwater management facilities funded in part by this mitigation, the reliable level of service currently provided by the Town will be jeopardized.

10.2 Potable water:

The BOT and Town agree that development proposed in the adopted FAU Davie Campus Master Plan and further defined in Exhibit "A" is likely to generate an additional demand on the Town's potable water system through the year 2015. Without compensating improvements to the Town's water supply facilities, the reliable level of service currently provided by the Town will be jeopardized.

10.3 Sanitary sewer:

The BOT and Town agree that development proposed in the adopted FAU Davie Campus Master Plan and further defined in Exhibit "A" is likely to generate an additional demand on the Town's sanitary sewer system through the year 2015. Without compensating improvements to the Town's sanitary sewer facilities, the reliable level of service currently provided by the Town will be jeopardized.

10.4 Solid waste:

The BOT and Town agree that development proposed in the adopted FAU Davie Campus Master Plan and further defined in Exhibit "A" should not degrade the operating conditions for solid waste facilities below the level of service standards adopted by the Town.

10.5 Parks and recreation:

The BOT and Town agree that development proposed in the adopted FAU Davie Campus Master Plan and further defined in Exhibit "A" should not degrade the operating conditions for open space and recreational facilities below the level of service standards adopted by the Town.

10.6 Transportation:

The BOT and Town agree that development identified in the adopted FAU Davie Campus Master Plan and further defined in Exhibit "A" will contribute to existing or projected deficiencies on the following roadway segments identified in Exhibit "C". The BOT and Town agree that this impact is calculated based on the projected growth of 149 full time equivalent students (FTE), which equates to 353 headcounts (utilizing an FTE to headcount ratio of 2.37) for the years 2005-2015, as included in the FAU Davie Campus Traffic Impact Study prepared by Miller Legg, dated August 2009. For each fall semester FAU shall provide a report to the Town which shall certify the current student enrollment (including

full-time, part-time, auditing, and all other students or individuals permitted to attend course sessions) and the current number of faculty and staff either dedicated or commuting to the Davie Campus. The BOT and Town agree that in the event the total headcount grows by more than 10 percent then the BOT shall amend the campus master plan and campus development agreement to address the additional impact and provide compensation for its fair share cost for improvements to projected deficiencies.

10.7 Fire/Rescue Services

The BOT and Town agree that development identified in the adopted FAU Davie Campus Master Plan and further defined in Exhibit “A” will generate an additional demand on the Town’s Fire/Rescue Services. Without compensating improvements to the Town’s Fire/Rescue System, the reliable level of service currently provided by the Town will be jeopardized.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet the Town’s concurrency requirements, the construction of the following off-campus improvements shall be required.

11.1 Stormwater management:

The BOT agrees to continue to mitigate all stormwater concurrency on a project basis.

11.2 Potable water:

To construct improvements required by proposed developments, the Town requires certain fees to be paid to recover its costs in maintaining established level of service standards for potable water. The BOT and the Town agree that the development proposed in the Campus Master Plan and further defined in Exhibit “A” will have an added impact on the Town’s established level of service standards for potable water. The Town’s cost of recovery is based upon the measurable fair share portion of the water systems treatment plant and master transmission line system capacity for new consumers. The BOT and Town agree that the BOT’s fair share of the cost of improvements necessary to maintain established level of service standards for potable water may be determined by converting its anticipated demand into equivalent residential connections and then computing the fees due by multiplying the applicable residential connections costs for treatment plant capacity charges and off-site transmission line costs.

11.3 Sanitary sewer:

To construct improvements required by proposed developments, the Town requires certain fees to be paid to recover its costs in maintaining established level of service standards for sanitary sewer. The BOT and the Town agree that the development proposed in the Campus Master Plan and further defined in Exhibit “A” will have an added impact on the Town’s established level of service standards for sanitary sewer. The Town’s cost of recovery is based upon the measurable fair share portion of the water systems treatment plant and master transmission line system capacity for new consumers. The BOT and Town agree that the BOT’s fair share of the cost of improvements necessary to maintain

established level of service standards for sanitary sewer may be determined by converting its anticipated demand into equivalent residential connections and then computing the fees due by multiplying the applicable residential connections costs for treatment plant capacity charges and off-site transmission line costs.

11.4 Solid waste:

The BOT and Town agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FAU Davie Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The BOT and Town further agree that no off-campus solid waste improvements need be provided and no Town services need to be provided.

11.5 Parks and recreation:

The BOT and Town agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FAU Davie Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The BOT and Town further agree that no off-campus open space and recreation improvements need be provided.

11.6 Transportation:

The BOT and Town agree that road improvements that are necessary to correct deficiencies identified in Section 10.6 of this Agreement are listed in Exhibit "C Table-2".

11.7 Fire/Rescue Services:

The BOT and Town agree that the BOT will pay its fair share of the cost of improvements necessary to maintain the existing levels of service for fire/rescue services.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by the BOT to guarantee the BOT's fair share of the costs of off-campus improvements to public facilities and services necessary to support development identified in the FAU Davie Campus Master Plan and further defined in Exhibit "A":

12.1 Stormwater management:

No stormwater management improvements need be assured as long as stormwater impacts continue to be mitigated pursuant to Section 9.1 above.

12.2 Potable water:

The BOT and Town agree that BOT's responsibility for paying its fair share of the costs of improvements identified in Section 11.2 may be met by providing funding to support improvement to the Town's water production, treatment, storage, pumping and distribution facilities, of which the BOT's total fair share cost is \$888,305. Of this total \$156,770 has already been paid to the Town by FAU.

12.3 Sanitary sewer:

The BOT/~~FAU~~ and Town agree that BOT's responsibility for paying its fair share of the costs of improvements identified in Section 11.3 may be met by providing funding to support improvement to the Town's wastewater treatment, storage, pumping and distribution facilities, of which the BOT's total fair share cost is \$872,889. Of this total \$150,088 has already been paid to the Town by FAU.

12.4 Solid waste:

The BOT and the Town agree that no solid waste improvements need be assured by the BOT.

12.5 Parks and recreation:

The BOT and the Town agree that no parks and recreation improvements need be assured by the BOT.

12.6 Transportation:

The BOT and the Town agree that the BOT's responsibility for paying its fair share of the cost of improvements identified in Section 11.6 may be met by providing funding to support the improvements, the total cost of which does not exceed the BOT's total fair share cost of \$203,694. BOT agrees that the Town may apply this money to any improvement listed in Section 11.6 or other improvements that address impacts of FAU development in the Town's sole discretion. The BOT and Town agree that fair share costs for improvements to projected deficiencies attributable to increased headcounts beyond the allowable threshold of ten percent will be addressed through an amendment to the campus master plan and campus development agreement.

12.7 Fire/Rescue Services:

The BOT and the Town agree that the BOT's responsibility for paying its fair share of the cost of improvements identified in Section 11.7 may be met by providing funding to support the improvements, to the Town's fire/rescue services, of which BOT's total fair share cost is \$774,882.00.

12.8 Upon execution of this Agreement, the BOT shall request State University System Concurrency Trust Funds in the amount of \$ 2,739,770.00, which shall constitute the total fair share contribution contemplated under this Agreement. The BOT will pay the amount of \$ 2,432,912.00 in full to the Town, which recognizes the \$306,858 already paid to the Town for potable water and sanitary sewer referenced in Sections 12.2 and 12.3 within 90 days after receiving funding from the Concurrency Trust Fund.

13.0 CONCURRENCY VESTING FOR DEVELOPMENT

13.1 The development being vested from concurrency is identified in the FAU Davie Campus Master Plan Update dated March 21, 2007, as adopted by the FAU Board of Trustees on March 21, 2007, is defined in Exhibit "A" to this Agreement for the specific geographic area identified in Exhibit "B" to this Agreement, and is incorporated herein by this reference. Any amendment or extension to this Agreement or subsequent campus development agreement shall recognize development identified in the FAU Davie Campus Master Plan Update dated March 21, 2007, adopted by the FAU Board of Trustees on March 21, 2007, and Exhibits "A" and "B" hereto, as vested from concurrency by this Agreement, provided that the payment required in Section 12.8 shall

have been made, and that development which remains unbuilt shall remain vested from the Town's concurrency requirements provided that the payment required in Section 12.8 shall have been made.

- 13.2 The uses, maximum densities, intensities and building heights for development defined in Exhibit "A" for the specific geographic area identified in Exhibit "B" shall be those established in the Future Land Use Element of the Campus Master Plan.

13.3 The Town agrees to vest from its concurrency requirements the development identified in the Campus Master Plan, as defined in Exhibit "A" to this Agreement, for the specific geographic area identified in Exhibit "B" to this Agreement, for the duration of this Agreement. The BOT shall comply with all the terms and conditions of this Agreement and provide financial assurances as set forth in Section 12.0 of this Agreement.

14.0 APPLICABLE LAWS

- 14.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.

- 14.2 If state or federal laws are enacted subsequent after execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

- 15.1 Amendments of this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30, Florida Statutes.
- 15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.
- 15.4 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The Town finds that this Agreement and the proposed campus development provided for herein are consistent with the Town's adopted Comprehensive Plan.

17.0 ENFORCEMENT

In accordance with Subsection 1013.30, Florida Statutes, any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the Town is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

- 18.1 In the event of a dispute arising from the implementation of this Agreement, the provisions of Subsection 1013.30, Florida Statutes, shall govern the resolution of the dispute. Each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 18.4 If either the BOT or Town rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Section 1013.30, Florida Statutes, has 60 days to hold informal hearings and, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving the matter, the Administration Commission may, pursuant to Section 1013.30, Florida Statutes, prescribe, by order, the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

- 19.1 The Town may, upon request, review all relevant information concerning development on the FAU Davie Campus to verify that the terms of this Agreement are satisfied. The Town may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
- 19.2 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 23.0 of this Agreement.
- 19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 19.0 above.

20.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

21.0 FORWARDING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land planning agency by the BOT within 60 days after execution.

22.0 NOTICES

22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;
By registered or certified mail;
By deposit with an overnight express delivery service.
By fax with follow-up written confirmation of receipt

22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice, the address of the BOT shall be:

Office of the President
Florida Atlantic University Administration Bldg., Room #339
777 Glades Road
Boca Raton, Florida 33431

With a copy to:

University Architect & Vice President for Facilities
Florida Atlantic University,
CO#69-Room 101
777 Glades Road
Boca Raton, Florida 33431

and

Office of the General Counsel
Florida Atlantic University
ADM 367
777 Glades Road
Boca Raton, Florida 33431

The address of the Town shall be:

Mr. Gary Shimun, Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314-3399

With a copy to:

Mr. John Rayson, Town Attorney
Town of Davie
6591 Orange Drive,
Davie, Florida 33314-3399

23.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit "A" --- (Development Authorized by the Agreement-FAU Davie Campus Master Plan)
Exhibit "B" --- (Campus Master Plan Phasing – Figure MP.02)
Exhibit “C” --- (Campus Development Agreement – Fair Share Cost)
Exhibit “C” Table 1 – (Potable Water & Sanitary Sewer)
Exhibit “C” Table 2 – (Transportation)
Exhibit “C” Table 3 – (Fire Rescue)

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

FLORIDA ATLANTIC UNIVERSITY BOARD
OF TRUSTEES

Date:

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ of the Florida Atlantic University Board of Trustees, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public
(Notarial Seal)

My Commission expires:

APPROVED by the Town Council of the Town of Davie on _____, 20____.

ATTEST:

TOWN COUNCIL OF THE
TOWN OF Davie, FLORIDA

BY: _____
Russell Muniz, Town Clerk Judy Paul, Mayor

APPROVED AS TO FORM:

EXHIBIT "A"

**DEVELOPMENT AUTHORIZED BY THE AGREEMENT
FAU DAVIE CAMPUS MASTER PLAN**

Bldg. No. Shown on Exh. A	Type/Use of Bldg.	Estimated Year of Completion	Gross Bldg. Area	Revised Estimated Year of Completion	Adjusted Bldg. Area-GSF
1	Student Union Bldg.	2006	25,000 GSF	Complete	30,630
2	Parking Structure 1 (in conjunction w/Broward College)	2007	1,000 Cars	2009	
3	Demolition IFAS Area 1	2007	As Req.	2009	
4	Academic Joint Use Bldg.	2010	165,000 GSF	2010	80,820
5	Central Utility Plant	2010	As Req.	2010	
6	Roadway/site work	2010	As Req.	2010	
7	Demolition IFS Area 2	2010	As Req.	2015	
8	Academic Bldg.	2011	75,000 GSF	2015	75,000
9	USGS Facility	2011	50,000 GSF	2016	Beyond Horizon
10	Parking Structure 2	2012	1,000 Cars	2016	Beyond Horizon
11	Academic Bldg.	2014	65,000 GSF	2016	Beyond Horizon
12	Roadway/site work	2014	As Req.	2016	Beyond Horizon
13	Student Union Expansion	2015	25,000 GSF	2020	Beyond Horizon
14	Academic Bldg.	2015	25,000 GSF	2020	Beyond Horizon
15	Demolition IFAS Area 3	2015	As Req.	2020	Beyond Horizon
16	University Conference Center	2015	25,000 GSF	2020	Beyond Horizon
17	Demolition IFAS Area 4 (Palm Grove)	2015	As Req.	2020	Beyond Horizon
18	Transit Station	2015	By Others	2020	Beyond Horizon
19	Future Academic	+2020	Beyond Horizon	2025	
20	Future Academic	+2020	Beyond Horizon	2025	
21	Future Parking Structure 3	+2020	Beyond Horizon	2025	




**TOTAL FUTURE FAU BUILDINGS
186,450 GSF**

495,000 GSF

EXHIBIT A

UPDATE TO THE DAVIE CAMPUS MASTER PLAN

ADOPTED: MARCH 21, 2007

LEGEND:			
	EXISTING FACILITIES		
	DEVELOPMENT VESTED UNDER 2009 CDA		
	BEYOND MP HORIZON		
LOCATION NUMBER	PROJECT DESCRIPTION	PROGRAM SIZE	ESTIMATED YEAR OF COMPLETION
1	STUDENT UNION BUILDING	30,831 CSF	2008
2	PARKING STRUCTURE I	1,020 CARS	2007
11A	DIVISION I AS AREA 1	\$3,095,760	2007
11B	UNIVERSITY CONFERENCE CENTER	25,000 CSF	2007
5	CENTRAL LIBRARY BUILDING	AS REQUIRED	2010
11A	ROCKWAY / STEWART	AS REQUIRED	2010
11A	DIVISION I AS AREA 2	\$1,779,430	2010
6	ACADEMIC BUILDING	75,000 CSF	2011
10	PARKING STRUCTURE II	1,020 CARS	2012
11	ACADEMIC BUILDING	55,000 CSF	2014
11A	ROCKWAY STEWART	AS REQUIRED	2014
14	UNIVERSITY CONFERENCE CENTER	25,000 CSF	2015
11A	DIVISION I AS AREA 3	\$116,040	2015
11B	UNIVERSITY CONFERENCE CENTER	25,000 CSF	2015
11C	UNIVERSITY CONFERENCE CENTER	25,000 CSF	2015
18	TRANSIT STATION	31,015 CSF	2015
15	FUTURE ALARMING	31,015 CSF	2015
20	FUTURE ALARMING	31,015 CSF	2015
21	FUTURE ALARMING	31,015 CSF	2015
21	FUTURE ALARMING	31,015 CSF	2015

SOURCE:

FIGURE MP-02 - PGAL MASTER PLAN FOR FAU

2009 CAMPUS DEVELOPMENT ACREMENT



FLORIDA ATLANTIC
UNIVERSITY
DAVIE CAMPUS
BROWARD COUNTY, FLORIDA



EXHIBIT "B"

Geographic Area Covered by This Agreement

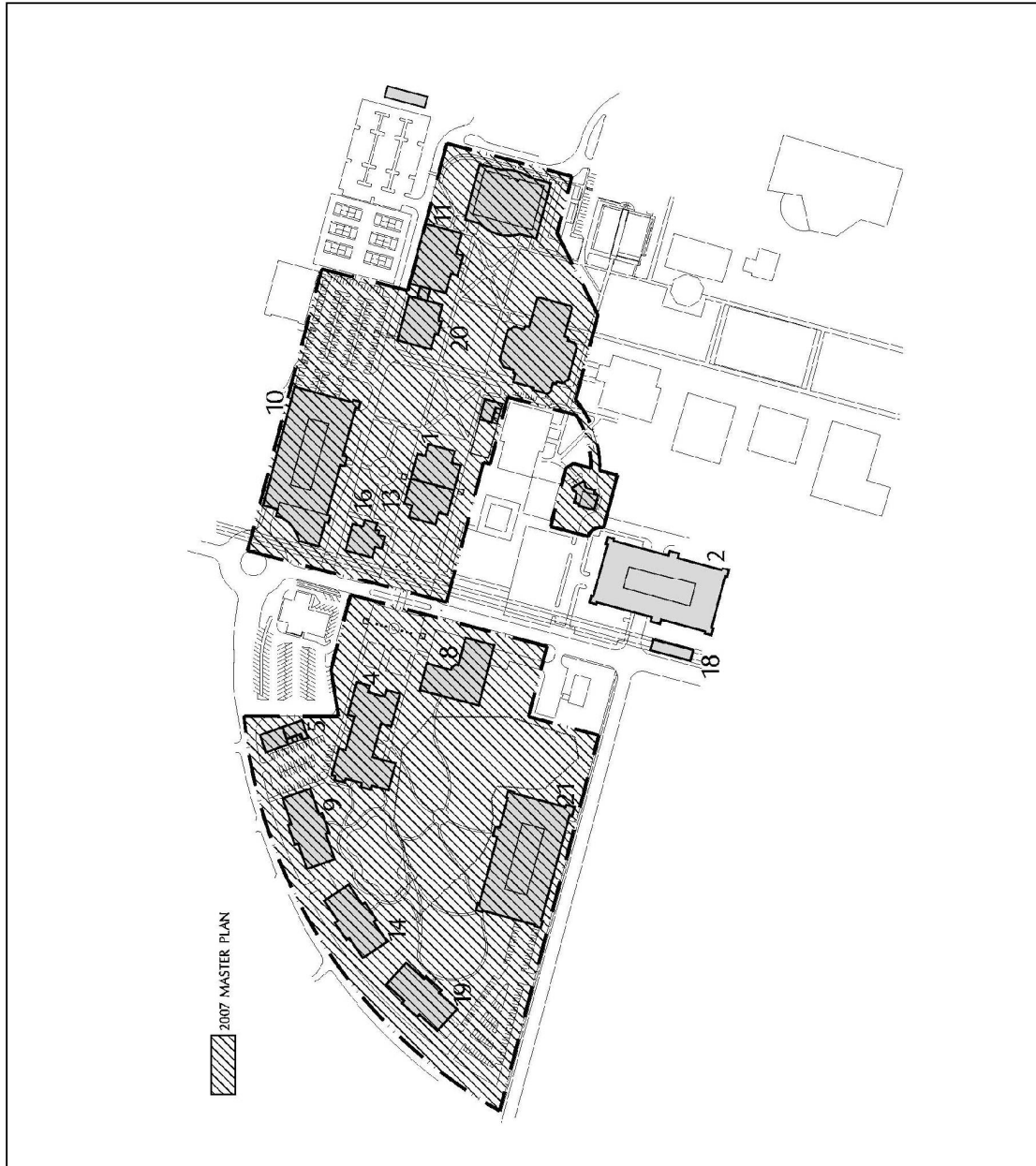


EXHIBIT "C"

**CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE
FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES (BOT) AND TOWN OF DAVIE**

The BOT's fair share cost for all improvements listed in Exhibit "A" are as follows:

<u>Public Facilities and Services</u>	<u>BOT Fair Share Cost</u>	
Stormwater management	FAU will continue to pay monthly fee	
Potable Water Table 1	\$ 888,305.00	See
Sanitary Sewer Table 1	\$ 872,889.00	See
Solid Waste	\$ -	
Park & Recreation	\$ -	
Transportation Table 2	\$ 203,694.00	See
	BOT will provide FTE reports on a per semester basis	
Fire/Rescue Services Table 3	\$ 774,882.00	See
TOTAL	\$ <u>2,739,770.00</u>	

EXHIBIT "C" – TABLE 1
Potable Water and Sanitary Sewer

Connection			Potable Water Connection Sanitary Sewer			
			Fee \$3,050/ERC		Fee	
\$2,920/ERC						
		Yr. of Const.	Revised GDF	ERC		
1	Student Union Bldg.	2006	30,630	19.48	\$ 59,414	\$ 56,882
2	Parking Structure 1	2007				
3	Demolition IFAS Area 1	N/A				
4*	Academic Joint Use Building	2010	80,820	51.4	\$ 156,770	\$ 150,088
5	Central Utility Plant					
6	Roadway/site work	N/A				
7	Demolition IFAS Area 2	N/A				
8	Academic Building 2015	2015	75,000	47.7	\$ 145,485	\$ 139,284
					\$ 361,669	\$ 346,254
Upgrade existing pipe sizes to accommodate FAU Flows for both Water & Sewer \$1,053.271 (distributed at 50% for both water sewer)					\$ 888,305	\$ 872,889
Payment for Academic Joint Use Building Water & Sewer Connection in advance of CDA –File No. 09-009					\$ (156,770)	\$ (150,088)
Adjusted Water & Sewer Utility Impact Fees to Town of Davie					\$ 731,535	\$ 772,801

**EXHIBIT "C" – TABLE 2
TRANSPORTATION**

Off Site Roadway Improvements	Total Cost for Segment Improvement	FAU Proportion	FAU Prorated Cost
Nova Drive (Davie to College Ave)	\$884,664.03	2.80%	\$24,771
Nova Drive (Univ. Dr. to College Ave)	\$1,317,790.29	0.70%	\$ 9,225
SW 39 th (Univ. Dr. to College Ave)	\$1,553,850.96	0.90%	\$13,985
SW 30 th (Univ. Dr. to College Ave)	\$1,187,225.65	0.60%	7,123
College Ave (SW 29 th to SR 84)	\$2,913,542.15	5.10%	\$148,591
Transportation Total			\$203,694

NOTES

Roadway fair share based on projected 353 headcount growth from 2005 to 2015.

FAU BOT to provide Town of Davie enrollment report for students, faculty & staff by semester.

Should FAU exceed projected headcount growth of 353, a new traffic study will be performed to address additional impact for transportation.

FAU BOT to pay additional fair share cost based on revised traffic study.

EXHIBIT "C" – TABLE 3

FIRE RESCUE

Fire Rescue Impact Fees

		Yr. of Construction	Revised GSF		Impact Fee
1	Student Union Bldg.	2006	30,630		\$ 1,583
2	Parking Structure 1	2007			
3	Demolition IFAS Area 1				
4	Academic Joint Use Bldg.	2010	80,820		\$ 4,178
5	Central Utility Plant				
6	Roadways/sitework				
7	Demolition IFAS Area 2				
8	Academic Building	2015	75,000		\$ 3,877
				TOTAL	\$ 9,638

Fire Rescue Assessment Fee

		Yr. of Const.	Revised GSF	2007	2008	2009	2010	2011	2012	2013	2014	2015	TC
1	Student Union Bldg.	2006	30,630	\$ 8,133	8,344	8,561	8,784	9,012	9,247	9,487	9,734	9,987	\$
2	Parking Structure 1	2007											
3	Demolition IFAS Area 1												
4	Academic Joint Use Bldg.	2010	80,820	\$21,686	22,250	22,828	23,422	24,031	24,656	25,297	25,954	26,629	1
5	Central Utility Plant												
6	Roadways/sitework												
7	Demolition IFAS Area 2												
8	Academic Building	2015	75,000	\$ 18,975	19,468	19,975	20,494	21,027	21,573	22,134	22,710	23,300	
													\$ 2

Fire Rescue Portion of Ad Valorem Revenue- Building Value

		Yr. of Const.	Revised GSF	Value Per Sq.Ft.	2007	2008	2009	2010	2011	2012	2013	2014	2015	TO
1	Student Union Bldg.	2006	30,630	\$ 300.00	\$ 9,180	\$ 9,627	\$10,096	\$10,588	\$11,104	\$11,644	\$12,211	\$12,806	\$13,430	\$ 1
2	Parking Structure 1	2007	300,000	\$ 75.00	\$22,479	\$23,573	\$24,721	\$25,925	\$27,188	\$28,512	\$29,900	\$31,357	\$32,884	
3	Demolition IFAS Area 1													
4	Academic Joint Use Bldg.	2010	80,820	\$ 300.00				\$24,223	\$25,403	\$26,640	\$27,937	\$29,298	\$30,724	\$ 1
5	Central Utility Plant													
6	Roadways/sitework													
7	Demolition IFAS Area 2													
8	Academic Building	2015	75,000	\$300.00									\$22,479	\$
														\$ \$2

A
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es of Land

\$22,778	\$23,462	\$24,166	\$24,891	\$25,637	\$26,406	\$27,199	\$28,015	\$28,855	\$ 231,408
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Value/Acre

Land Value based on
IFAS & PBC Leased parcel

38 \$600,000

TOTAL ASSESSMENT FOR FIRE RESCUE \$ 774